

# **EXHIBIT 3**

**FILED UNDER SEAL**

**In the Matter Of:**

*In Re: Pork Antitrust Litigation*

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*GREGORY FARAH*

*June 03, 2022*

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1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF MINNESOTA

3 Court File No. 0:18-cv-01776-JRT-HB

5 IN RE:

6 PORK ANTITRUST LITIGATION

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9 30 (b) (6) DEPOSITION OF

10 GREGORY FARAH

11 ON BEHALF OF FARAH'S COURTYARD DELI

12 JUNE 3, 2022

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14 ORAL VIDEOTAPED DEPOSITION OF GREGORY FARAH, via  
15 Zoom, produced as a witness at the instance of the  
16 Defendant Seaboard Foods LLC and Seaboard Corporation  
17 and duly sworn, was taken in the above-styled and  
18 numbered cause on the 3rd day of June, 2022, from  
19 9:02 a.m. to 1:46 p.m., before Melinda Barre, Certified  
20 Shorthand Reporter in and for the State of Texas,  
21 reported by computerized stenotype machine, all parties  
22 appearing remotely via web videoconference, pursuant to  
23 the rules of procedure and the provisions stated on the  
24 record or attached hereto.

36

1 stand on the scale.

2 Q. (By Ms. Escobar) So for -- if, like you say,  
3 we were to compare the deli to a barbecue chain, for  
4 example, would you guess that the deli bought less pork?

5 MR. COHEN: Objection, calls for  
6 speculation, foundation.

7 A. I never sold ribs, but I sold a lot of ham. I  
8 sold a lot of bacon. If you were comparing me to other  
9 sandwich shops in the city, I was probably one of the  
10 larger users of product. But compared to a restaurant  
11 chain that sold barbecue, I would not be considered  
12 large.

13 Q. (By Ms. Escobar) So do you think your  
14 purchasing methods and prices you paid for pork would be  
15 different than, let's say, a large regional or national  
16 chain?

17 MR. FINLEY: Objection, calls for  
18 speculation. You may answer, but please don't speculate  
19 if you don't know.

20 A. Repeat the question, please.

21 Q. (By Ms. Escobar) Well, for example, you  
22 mentioned a large chain probably has buyers, right?

23 MR. FINLEY: Same objection. Calls for  
24 speculation.

25 A. I would assume so, yes.

1 Q. (By Ms. Escobar) So, you know, perhaps they  
2 would be -- because a large chain would probably have  
3 buyers as you agreed. They probably would be eligible  
4 for volume-based discounts because of how much pork they  
5 would buy.

6 MR. FINLEY: Objection, calls for  
7 speculation.

8 You may answer, but please don't  
9 speculate.

10 A. I don't know what they would be entitled to.

11 Q. (By Ms. Escobar) Would you say that your  
12 method for purchasing pork would have been different  
13 from a large or national chain?

14 MR. FINLEY: Same objection, calls for  
15 speculation.

16 A. Yes. I would say it would be different.

17 Q. (By Ms. Escobar) For example, did you get  
18 significant volume-based discounts on your pork  
19 purchases?

20 A. No, I did not.

21 Q. Is it possible for a class member -- scratch  
22 that.

23 Is it possible for a class member to not  
24 have been injured at all in this case?

25 MR. COHEN: Objection, calls for a legal

38

1 conclusion and speculation.

2 A. I have no idea.

3 Q. (By Ms. Escobar) Well, is it possible for a  
4 class member to have been injured by a different amount  
5 than deli, right?

6 MR. COHEN: Objection.

7 A. I'm not sure I'm understanding the question.  
8 Are you asking me if each class member has its own value  
9 as to how badly they were damaged?

10 Q. (By Ms. Escobar) Yes.

11 MR. COHEN: Same objection. That calls  
12 for a legal conclusion and expert testimony.

13 MR. FINLEY: Hold on. I think the witness  
14 just posed a question to himself. Maybe if I could step  
15 in here, you know, just for Mr. Farah's sake.

16 If you could just let us interpose the  
17 objections before you respond, that could make a lot of  
18 sense.

19 Can we start this one clean?

20 MS. ESCOBAR: I'm sorry. I didn't catch  
21 the last part.

22 MR. FINLEY: Sure. Could you pose your  
23 question? I'm sorry. I think this has gotten a bit  
24 jumbled.

25 MS. ESCOBAR: Yes. I agree. Let me step

39

1 back a little bit on this.

2 Q. (By Ms. Escobar) There are different class  
3 members in this lawsuit, correct?

4 A. I'm assuming that is correct, yes.

5 Q. And different businesses that are being  
6 represented in the class action, correct?

7 A. Correct.

8 Q. So the deli is a small business?

9 A. Correct.

10 Q. Okay. There are also large chain companies  
11 that are also part of the class group, correct?

12 A. Yes.

13 Q. Would those larger companies purchase more pork  
14 than, for example, the deli?

15 MR. COHEN: Objection, calls for  
16 speculation.

17 A. I don't know what their purchases are. So I  
18 can't answer that.

19 Q. (By Ms. Escobar) Let me -- we can circle back  
20 to this.

21 Let me ask you some questions about your  
22 pork purchases. Who were the deli's suppliers for pork  
23 between 2009 and 2018?

24 A. There were multiple distributors that I bought  
25 from at various times. And I can't recall exactly who

40

1 they were; but I purchased product from companies like  
2 Sysco Foods, Cheney Brothers, Seabreeze Food Service,  
3 and Florida Food Service. All of those are food service  
4 distributors.

5 Q. Do you recall which suppliers you would  
6 purchase pork specifically from?

7 A. No. I typically tried to use one distributor  
8 at a time. So if I was buying from Sysco Foods at one  
9 specific period of time, I was buying all of my pork  
10 from them. If I was buying from Cheney Brothers, I was  
11 buying all of my pork from them. There could have been  
12 some overlap where I was buying from two distributors at  
13 the same time.

14 Q. Are these all wholesale companies?

15 MR. FINLEY: Objection, form.

16 A. Yes, ma'am.

17 Q. (By Ms. Escobar) Any local distributors?

18 A. Seabreeze Food Service was a local distributor.

19 Oh, and then Restaurant Depot was a wholesale club.

20 Q. Would you purchase pork from any grocery  
21 stores?

22 A. No, ma'am.

23 Q. Would you purchase pork from any farmer's  
24 market?

25 A. No, ma'am.

1 Q. Would you purchase pork from any wholesale  
2 clubs?

3 A. So if you're considering -- like I said,  
4 Restaurant Depot was a wholesale club. I would purchase  
5 pork from them from time to time.

6 Q. Any other distributors that you can recall?

7 A. No, ma'am.

8 Q. Let me start by showing you a document.

9 MS. ESCOBAR: Could we please pull up  
10 tab 20.

11 MR. COHEN: You want us to pull it out  
12 over here?

13 MS. ESCOBAR: Yes, please.

14 Q. (By Ms. Escobar) Mr. Farah, you have a  
15 physical copy of the exhibit; but you can also see it on  
16 the screen.

17 A. Yeah. I can see it on there.

18 MS. ESCOBAR: So for the record, let me  
19 just (transmission interference) 00000100.

20 Q. (By Ms. Escobar) Mr. Farah, have you seen this  
21 document before?

22 A. Yes, ma'am.

23 Q. Is this one of the documents that the deli  
24 turned over to its counsel to produce in this  
25 litigation?

59

1 were times where we would have done pork chop specials.

2 We could have purchased center-cut pork chops.

3 Q. And in this one it's showing two -- wait. One,

4 two, three, four. Okay.

5 You mentioned that you would purchase from  
6 your distributors about twice a week, correct?

7 A. Correct. Once to twice a week depending. Yes,  
8 that's correct.

9 Q. Would you always purchase the pork items you  
10 mentioned -- would you also purchase -- scratch that.

11 Would you purchase pork items twice a week  
12 as well?

13 A. That would be dependent upon the inventory  
14 levels left in the business from the previous order.

15 Q. Okay. So on average how many times a month  
16 would you purchase -- place a purchase for pork orders?

17 A. Pork in general or specific pork items?

18 Q. Pork in general. Let's start with pork in  
19 general.

20 A. So typically every order would have a pork item  
21 on it because bacon was a high-usage item. Sausage was  
22 a high-usage item. Ham was a high-usage item. So those  
23 items were getting purchased probably every time.

24 Q. Okay.

25 A. So to answer your question, roughly probably

60

1 eight times a month.

2 Q. Eight times a month. And those items would  
3 have been -- those consistent items would have been the  
4 ham and the pork, correct?

5 A. The ham and the what?

6 Q. Ham and bacon.

7 A. Correct.

8 Q. Would you receive invoices from Seabreeze?

9 A. Yes.

10 Q. In what form?

11 A. Paper form.

12 Q. Did you always receive invoices in paper  
13 form --

14 A. Yes, ma'am.

15 Q. -- for Seabreeze?

16 Would they send you any sort of electronic  
17 copy of them?

18 A. Not typically.

19 Q. And would you keep the paper copy of the  
20 invoice for your records?

21 A. Usually for a couple of years.

22 Q. Do you have any of those paper copies of the  
23 invoices still available?

24 A. I don't. The only invoices that would have  
25 been on-site that were damaged in the flood would have

61

1 been anything after probably 2018/2019 maybe. I usually  
2 only kept a couple years at a time.

3 Q. So any invoices before 2018, you would have  
4 received them in paper form?

5 A. Correct.

6 Q. Correct. Okay.

7 So have you produced all your invoices  
8 that you have available from 2009 to 2018?

9 A. I don't think I was able to produce any of them  
10 because I think when they asked for them, I told them  
11 that they had been destroyed when the coffee machine  
12 flooded the deli over the weekend. We had almost a foot  
13 of standing water throughout the whole building, and  
14 they would have all been destroyed.

15 Q. Okay. And you said that you would switch --  
16 you would change distributors sometimes. What factors  
17 would influence the deli's decision about what suppliers  
18 to buy pork from?

19 A. Typically if they were able to provide the same  
20 consistent quality that I was used to and offer me  
21 better pricing.

22 Q. What about any promotions? Would that be a  
23 factor that you'd consider?

24 MR. FINLEY: Objection, form.

25 A. Typically the promotions were given to me after

62

1 I was already doing business with them, like if it was a  
2 food show promotion.

3 Q. (By Ms. Escobar) Okay.

4 A. But essentially the decisions that I made to  
5 purchase from specific distributors were based on my  
6 desire to maintain a certain food cost percentage and my  
7 inability to do so with the current distributor I was  
8 using at the time. If I was not able to meet that food  
9 cost percentage, I would start shopping pricing.

10 Q. So would you negotiate any discounts or other  
11 price reductions with your distributors?

12 MR. FINLEY: Objection, form.

13 A. The answer is no.

14 Q. (By Ms. Escobar) You never negotiated prices  
15 with Sysco?

16 MR. COHEN: Objection, asked and answered.

17 MS. JONES: Objection, calls for  
18 speculation, lack of foundation.

19 A. I never negotiated contracts or promotions with  
20 any of my distributors. I wasn't large enough of a  
21 business to do that.

22 Q. (By Ms. Escobar) Okay. So when you mentioned  
23 that you would go price shopping, would you just look --  
24 how would you do that?

25 A. Typically if a new distributor came in and

63

1 wanted to start supplying me with product, I would give  
2 them a product mix report, show them the things that I  
3 was buying and ask them to price that product mix report  
4 out.

5                   And based on the pricing that they gave  
6 me, I would compare it to what I was currently paying  
7 with the current distributor. And if it affected my  
8 food cost bottom line, then I would make the switch.

9           Q.    Okay. Would you ever go back to your current  
10 distributor and show them what the potential new  
11 distributor was offering you?

12                   MR. COHEN: Objection, lack of foundation.

13                   MS. JONES: Objection, lack of foundation.

14           A.    Do you want the answer now?

15           Q.    (By Ms. Escobar) Yes, please.

16           A.    So typically when the conversation would be had  
17 as to why I was shopping prices or why I was changing  
18 distributors, the question would arise; and it would  
19 typically always come down to either a service issue or  
20 a pricing issue. So they would be made aware.

21           Q.    Would they ever offer to match the price that  
22 you were being offered?

23           A.    Certainly.

24                   MS. JONES: Objection, foundation, calls  
25 for speculation.